

## SOLICITATION

FINAL

1. SOLICITATION NO. N00024-11-R-3121		2. AMENDMENT NO. 1		3. EFFECTIVE DATE 04/27/2011		4. PURCHASE REQUEST NO. 1300171475	
5. ISSUED BY Jonathan D Abbott Naval Air Warfare Center Training Systems Division 12350 Research Parkway Orlando FL 32826-3224 jonathan.d.abbott@navy.mil 407-380-8010				6. ADMINISTERED BY			
7. CONTRACTOR				FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 05/18/2011 1400 (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE SB Set-Aside	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT	
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			21. UNITED STATES OF AMERICA By: CONTRACTING/ORDERING OFFICER				22. TOTAL
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

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## GENERAL INFORMATION

The purpose of Amendment 1 to the Solicitation N00024-11-R-3121 is to:

1. Update the charts in Appendix A of the PBSOW (Attachment 1) to reflect the name “Instructional Systems Analyst” vice “Instructional Systems Admin.”
2. Update the CLIN Breakout Spreadsheet (Attachment P6) to reflect the name “Instructional Systems Analyst” vice “Instructional Systems Admin.”
3. Provide education and experience requirements for “Network and Computer Systems Administrator” under paragraph B.3.3.1 of Appendix B to the PBSOW (Attachment 1).
4. Update the Estimated Date of Award and Transition Period as identified in Section L, paragraph L-3 1.9.

All other terms and conditions remain the same.

Contract Specialist: Name: Jonathan Abbott, Code: 2.5.3.1.1 Phone: (407)380-8010  
Fax: (407)380-4164  
Email: [jonathan.d.abbott@navy.mil](mailto:jonathan.d.abbott@navy.mil)

Contracting Officer: Name: Rebeca Gonzalez, Code: 2.5.3.1.1 Phone: (407)380-4524  
Fax: (407)380-4164  
Email: [rebeca.gonzalez@navy.mil](mailto:rebeca.gonzalez@navy.mil)

This acquisition is applicable to Zone 4, Gulf Coast as a Small Business Set-aside. This task order solicitation is issued in accordance with the terms and conditions of the Seaport-e multiple award basic contract. Only clauses and provisions requiring fill-ins or unique to this task order solicitation have been included in full text.

The anticipated award will be a cost-plus-fixed-fee level of effort (term) task order.

The incumbent Contractor for this procurement is Kaegan Corporation, 12000 Research Parkway, Suite 164, Orlando, FL 32826 under N00178-05-D-4409 HT01.

Throughout this document, the acronym COR (Contracting Officer Representative) and TOM (Task Order Manager) shall be used interchangeably.

Throughout this document, the terms Procuring Contracting Officer (PCO), Task Order Contracting Officer (TOCO), and Contracting Officer (CO) shall be used interchangeably.

LOTS:

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LOT	CLIN RANGE	SOW PARAGRAPH
I	4011 - 4013 AND 6011 - 6013	1. - 3.1.15 AND 3.2.1 - 3.2.1.3.4.21
	4111 - 4013 AND 6111 - 6113	1. - 3.1.15 AND 3.2.2 - 3.2.2.3.4.19
	4211 - 4213 AND 6211 - 6213	1. - 3.1.15 AND 3.2.3 - 3.2.3.3.4.19
	4311 - 4313 AND 6311 - 6313	1. - 3.1.15 AND 3.2.4 - 3.2.4.3.4.19
	4411 - 4413 AND 6411 - 6413	1. - 3.1.15 AND 3.2.5 - 3.2.5.3.4.19
II	4021 - 4023 AND 6021 - 6023	1. - 3.1.15 AND 3.2.1 - 3.2.1.3.4.21
	4121 - 4023 AND 6121 - 6123	1. - 3.1.15 AND 3.2.2 - 3.2.2.3.4.19
	4221 - 4223 AND 6221 - 6223	1. - 3.1.15 AND 3.2.3 - 3.2.3.3.4.19
	4321 - 4323 AND 6321 - 6323	1. - 3.1.15 AND 3.2.4 - 3.2.4.3.4.19
	4421 - 4423 AND 6421 - 6423	1. - 3.1.15 AND 3.2.5 - 3.2.5.3.4.19
III	4031 - 4033 AND 6031 - 6033	1. - 3.1.15 AND 3.2.1 - 3.2.1.3.4.21
	4131 - 4033 AND 6131 - 6133	1. - 3.1.15 AND 3.2.2 - 3.2.2.3.4.19
	4231 - 4233 AND 6231 - 6233	1. - 3.1.15 AND 3.2.3 - 3.2.3.3.4.19
	4331 - 4333 AND 6331 - 6333	1. - 3.1.15 AND 3.2.4 - 3.2.4.3.4.19
	4431 - 4433 AND 6431 - 6433	1. - 3.1.15 AND 3.2.5 - 3.2.5.3.4.19

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## SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4011	LEVEL OF EFFORT FOR LOGISTICS CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH SOW AND CDRLS (LOT I - BASE YEAR ESTIMATED - 46T & CORP OPS). (OTHER)	1.0 Lot		
4012	LEVEL OF EFFORT FOR PROGRAM MANAGEMENT CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH SOW AND CDRLS (LOT I - BASE YEAR ESTIMATED - 46T & CORP OPS). (OTHER)	1.0 Lot		
4013	LEVEL OF EFFORT FOR ENGINEERING CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH SOW AND CDRLS (LOT I - BASE YEAR ESTIMATED - 46T & CORP OPS). (OTHER)	1.0 Lot		
4021	LEVEL OF EFFORT FOR LOGISTICS CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH SOW AND CDRLS (LOT II - OPTION YEAR 1 ESTIMATED - 46T & CORP OPS). (OTHER) Option	1.0 Lot		
4022	LEVEL OF EFFORT FOR PROGRAM MANAGEMENT	1.0 Lot		

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CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - 46T &  
CORP OPS).  
(OTHER)  
Option

4023 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - 46T &  
CORP OPS).  
(OTHER)  
Option

4031 LEVEL OF EFFORT 1.0 Lot  
FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
OPTION YEAR 2  
ESTIMATED - 46T &  
CORP OPS).  
(OTHER)  
Option

4032 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
OPTION YEAR 2  
ESTIMATED - 46T &  
CORP OPS).  
(OTHER)  
Option

4033 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
OPTION YEAR 2  
ESTIMATED - 46T &  
CORP OPS).  
(OTHER)  
Option

4111 LEVEL OF EFFORT 1.0 Lot

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FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDA).  
(OTHER)

4112 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDA).  
(OTHER)

4113 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDA).  
(OTHER)

4121 LEVEL OF EFFORT 1.0 Lot  
FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - PDA).  
(OTHER)  
Option

4122 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - PDA).  
(OTHER)  
Option

4123 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -

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OPTION YEAR 1  
ESTIMATED - PDA).  
(OTHER)  
Option

4131 LEVEL OF EFFORT 1.0 Lot  
FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
OPTION YEAR 2  
ESTIMATED - PDA)  
(OTHER)  
Option

4132 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
OPTION YEAR 2  
ESTIMATED - PDA).  
(OTHER)  
Option

4133 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
OPTION YEAR 2  
ESTIMATED - PDA).  
(OTHER)  
Option

4211 LEVEL OF EFFORT 1.0 Lot  
FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDS).  
(OTHER)

4212 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (BASE YEAR  
ESTIMATED - PDS).  
(OTHER)

4213 LEVEL OF EFFORT 1.0 Lot

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FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDS).  
(OTHER)

4221 LEVEL OF EFFORT 1.0 Lot  
FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - PDS).  
(OTHER)  
Option

4222 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - PDS).  
(OTHER)  
Option

4223 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - PDS).  
(OTHER)  
Option

4231 LEVEL OF EFFORT 1.0 Lot  
FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
OPTION YEAR 2  
ESTIMATED - PDS).  
(OTHER)  
Option

4232 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE



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WITH SOW AND  
CDRLS (LOT III -  
OPTION YEAR 2  
ESTIMATED - PDS).  
(OTHER)  
Option

4233 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
OPTION YEAR 2  
ESTIMATED - PDS).  
(OTHER)  
Option

4311 LEVEL OF EFFORT 1.0 Lot  
FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDU).  
(OTHER)

4312 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDU)  
(OTHER)

4313 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDU).  
(OTHER)

4321 LEVEL OF EFFORT 1.0 Lot  
FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - PDU).  
(OTHER)  
Option

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4322	LEVEL OF EFFORT FOR PROGRAM MANAGEMENT CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH SOW AND CDRLS (LOT II - OPTION YEAR 1 ESTIMATED - PDU). (OTHER) Option	1.0 Lot
4323	LEVEL OF EFFORT FOR ENGINEERING CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH SOW AND CDRLS (LOT II - OPTION YEAR 1 ESTIMATED - PDU). (OTHER) Option	1.0 Lot
4331	LEVEL OF EFFORT FOR LOGISTICS CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH SOW AND CDRLS (LOT III - OPTION YEAR 2 ESTIMATED - PDU). (OTHER) Option	1.0 Lot
4332	LEVEL OF EFFORT FOR PROGRAM MANAGEMENT CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH SOW AND CDRLS (LOT III - OPTION YEAR 2 ESTIMATED - PDU). (OTHER) Option	1.0 Lot
4333	LEVEL OF EFFORT FOR ENGINEERING CONTRACTOR SUPPORT SERVICES IN ACCORDANCE WITH SOW AND CDRLS (LOT III - OPTION YEAR 2 ESTIMATED - PDU). (OTHER) Option	1.0 Lot
4411	LEVEL OF EFFORT FOR LOGISTICS CONTRACTOR	1.0 Lot

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SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDX).  
(OTHER)

4412 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDX).  
(OTHER)

4413 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
BASE YEAR  
ESTIMATED - PDX).  
(OTHER)

4421 LEVEL OF EFFORT 1.0 Lot  
FOR LOGISTICS  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - PDX).  
(OTHER)  
Option

4422 LEVEL OF EFFORT 1.0 Lot  
FOR PROGRAM  
MANAGEMENT  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - PDX).  
(OTHER)  
Option

4423 LEVEL OF EFFORT 1.0 Lot  
FOR ENGINEERING  
CONTRACTOR  
SUPPORT SERVICES  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
OPTION YEAR 1  
ESTIMATED - PDX).

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(OTHER)  
Option

4431    LEVEL OF EFFORT                    1.0 Lot  
          FOR LOGISTICS  
          CONTRACTOR  
          SUPPORT SERVICES  
          IN ACCORDANCE  
          WITH SOW AND  
          CDRLS (LOT III -  
          OPTION YEAR 2  
          ESTIMATED - PDX).  
          (OTHER)  
          Option

4432    LEVEL OF EFFORT                    1.0 Lot  
          FOR PROGRAM  
          MANAGEMENT  
          CONTRACTOR  
          SUPPORT SERVICES  
          IN ACCORDANCE  
          WITH SOW AND  
          CDRLS (LOT III -  
          OPTION YEAR 2  
          ESTIMATED - PDX).  
          (OTHER)  
          Option

4433    LEVEL OF EFFORT                    1.0 Lot  
          FOR ENGINEERING  
          CONTRACTOR  
          SUPPORT SERVICES  
          IN ACCORDANCE  
          WITH SOW AND  
          CDRLS (LOT III -  
          OPTION YEAR 2  
          ESTIMATED - PDX).  
          (OTHER)  
          Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----
6011    DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4011 IN ACCORDANCE WITH SOW AND CDRLS (LOT I - ESTIMATED) (OTHER)	1.0 Lot	
6012    DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4012 IN ACCORDANCE WITH SOW AND CDRLS (LOT I - ESTIMATED) (OTHER)	1.0 Lot	
6013    DIRECT MATERIAL	1.0 Lot	

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AND TRAVEL TO  
SUPPORT CLIN 4013  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
ESTIMATED)  
(OTHER)

6021 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4021  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
ESTIMATED)  
(OTHER)  
Option

6022 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4022  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
ESTIMATED)  
(OTHER)  
Option

6023 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4023  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
ESTIMATED)  
(OTHER)  
Option

6031 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4031  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6032 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4032  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6033 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4033  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)

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(OTHER)  
Option

6111 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4111  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
ESTIMATED)  
(OTHER)

6112 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4112  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
ESTIMATED)  
(OTHER)

6113 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4113  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
ESTIMATED)  
(OTHER)

6121 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4121  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
ESTIMATED)  
(OTHER)  
Option

6122 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4122  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
ESTIMATED)  
(OTHER)  
Option

6123 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4123  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
ESTIMATED)  
(OTHER)  
Option

6131 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4131  
IN ACCORDANCE  
WITH SOW AND

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CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6132 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4132  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6133 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4133  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6211 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4211  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
ESTIMATED)  
(OTHER)

6212 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4212  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
ESTIMATED)  
(OTHER)

6213 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4213  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
ESTIMATED)  
(OTHER)

6221 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4221  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
ESTIMATED)  
(OTHER)  
Option

6222 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4222

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IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
ESTIMATED)  
(OTHER)  
Option

6223 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4223  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT II -  
ESTIMATED)  
(OTHER)  
Option

6231 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4231  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6232 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4232  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6233 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4233  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6311 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4311  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I  
-ESTIMATED)  
(OTHER)

6312 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4312  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT I -  
ESTIMATED)  
(OTHER)



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6313	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4313 IN ACCORDANCE WITH SOW AND CDRLS (LOT I - ESTIMATED) (OTHER)	1.0 Lot
6321	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4321 IN ACCORDANCE WITH SOW AND CDRLS (LOT II - ESTIMATED) (OTHER) Option	1.0 Lot
6322	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4322 IN ACCORDANCE WITH SOW AND CDRLS (LOT II - ESTIMATED) (OTHER) Option	1.0 Lot
6323	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4323 IN ACCORDANCE WITH SOW AND CDRLS (LOT II - ESTIMATED) (OTHER) Option	1.0 Lot
6331	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4331 IN ACCORDANCE WITH SOW AND CDRLS (LOT III - ESTIMATED) (OTHER) Option	1.0 Lot
6332	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4332 IN ACCORDANCE WITH SOW AND CDRLS (LOT III - ESTIMATED) (OTHER) Option	1.0 Lot
6333	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4333 IN ACCORDANCE WITH SOW AND CDRLS (LOT III -	1.0 Lot

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ESTIMATED)  
(OTHER)  
Option

6411	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4411 IN ACCORDANCE WITH SOW AND CDRLS (LOT I - ESTIMATED) (OTHER)	1.0 Lot
6412	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4412 IN ACCORDANCE WITH SOW AND CDRLS (LOT I - ESTIMATED) (OTHER)	1.0 Lot
6413	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4413 IN ACCORDANCE WITH SOW AND CDRLS (LOT I - ESTIMATED) (OTHER)	1.0 Lot
6421	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4421 IN ACCORDANCE WITH SOW AND CDRLS (LOT II - ESTIMATED) (OTHER) Option	1.0 Lot
6422	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4422 IN ACCORDANCE WITH SOW AND CDRLS (LOT II - ESTIMATED) (OTHER) Option	1.0 Lot
6423	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4423 IN ACCORDANCE WITH SOW AND CDRLS (LOT II - ESTIMATED) (OTHER) Option	1.0 Lot
6431	DIRECT MATERIAL AND TRAVEL TO SUPPORT CLIN 4431 IN ACCORDANCE	1.0 Lot

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WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6432 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4432  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

6433 DIRECT MATERIAL 1.0 Lot  
AND TRAVEL TO  
SUPPORT CLIN 4433  
IN ACCORDANCE  
WITH SOW AND  
CDRLS (LOT III -  
ESTIMATED)  
(OTHER)  
Option

Clauses specified in Section B of the Seaport-e basic contract are incorporated into this order.

The task order Contracting Officer and/or Contract Specialist will unilaterally create additional CLINs or informational SLINs during performance of this task order to accommodate the multiple type of funds that will be used under this order.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

SEE ATTACHMENT 1 FOR STATEMENT OF WORK

**4000 Series CLINs:** The Contractor shall provide CSS in accordance with the SOW paragraphs identified under General Information on page 2 and clause 5252.204-9505, and provide Technical Data in accordance with Exhibits A and B.

**6000 Series CLINs:** The Contractor shall provide direct material and travel in accordance with SOW paragraphs 3.1.5 and 3.1.6.

### **5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)**

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: [http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor\\_forms](http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms).

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [To Be Determined], shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR\_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate reinvestigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

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## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-e Multiple Award Basic Contract.

Clauses in Section D shall apply to all CLINs listed in Section B, as applicable.

### HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practices.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

### HQ D-2-2008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor: \_\_\_\_\_

(Name of the Individual Sponsor)

\_\_\_\_\_  
(Name of the Requiring Activity)

\_\_\_\_\_  
(City and State)

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the Seaport-e Multiple Award Basic Contract.

Clauses in Section E shall apply to all CLINs listed in Section B, as applicable.

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Surveillance Plan (QASP), Attachment 3, to the contract.

### 5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

### CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

4011	Destination Government Destination Government
4012	Destination Government Destination Government
4013	Destination Government Destination Government
4111	Destination Government Destination Government
4112	Destination Government Destination Government
4113	Destination Government Destination Government
4211	Destination Government Destination Government
4212	Destination Government Destination Government
4213	Destination Government Destination Government
4311	Destination Government Destination Government
4312	Destination Government Destination Government
4313	Destination Government Destination Government
4411	Destination Government Destination Government
4412	Destination Government Destination Government
4413	Destination Government Destination Government
6011	Destination Government Destination Government
6012	Destination Government Destination Government
6013	Destination Government Destination Government
6111	Destination Government Destination Government
6112	Destination Government Destination Government

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6113 Destination Government Destination Government  
 6211 Destination Government Destination Government  
 6212 Destination Government Destination Government  
 6213 Destination Government Destination Government  
 6311 Destination Government Destination Government  
 6312 Destination Government Destination Government  
 6313 Destination Government Destination Government  
 6411 Destination Government Destination Government  
 6412 Destination Government Destination Government  
 6413 Destination Government Destination Government  
 4021 Destination Government Destination Government  
 4022 Destination Government Destination Government  
 4023 Destination Government Destination Government  
 4121 Destination Government Destination Government  
 4122 Destination Government Destination Government  
 4123 Destination Government Destination Government  
 4221 Destination Government Destination Government  
 4222 Destination Government Destination Government  
 4223 Destination Government Destination Government  
 4321 Destination Government Destination Government  
 4322 Destination Government Destination Government  
 4323 Destination Government Destination Government  
 4421 Destination Government Destination Government  
 4422 Destination Government Destination Government  
 4423 Destination Government Destination Government  
 6021 Destination Government Destination Government  
 6022 Destination Government Destination Government  
 6023 Destination Government Destination Government  
 6121 Destination Government Destination Government  
 6122 Destination Government Destination Government  
 6123 Destination Government Destination Government  
 6221 Destination Government Destination Government  
 6222 Destination Government Destination Government  
 6223 Destination Government Destination Government  
 6321 Destination Government Destination Government  
 3422 Destination Government Destination Government  
 6323 Destination Government Destination Government  
 6421 Destination Government Destination Government  
 6422 Destination Government Destination Government  
 6423 Destination Government Destination Government  
 4031 Destination Government Destination Government  
 4032 Destination Government Destination Government  
 4033 Destination Government Destination Government  
 4131 Destination Government Destination Government  
 4132 Destination Government Destination Government  
 4133 Destination Government Destination Government  
 4231 Destination Government Destination Government  
 4232 Destination Government Destination Government

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4233 Destination Government Destination Government  
 4331 Destination Government Destination Government  
 4332 Destination Government Destination Government  
 4333 Destination Government Destination Government  
 4431 Destination Government Destination Government  
 4432 Destination Government Destination Government  
 4433 Destination Government Destination Government  
 6031 Destination Government Destination Government  
 6032 Destination Government Destination Government  
 6033 Destination Government Destination Government  
 6131 Destination Government Destination Government  
 6132 Destination Government Destination Government  
 6133 Destination Government Destination Government  
 6231 Destination Government Destination Government  
 6232 Destination Government Destination Government  
 6233 Destination Government Destination Government  
 6331 Destination Government Destination Government  
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 6333 Destination Government Destination Government  
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 6432 Destination Government Destination Government  
 6433 Destination Government Destination Government

#### 5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: TBD Activity: TBD Address: TBD Phone: TBD

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.



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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

#### NOTE ON DELIVERY SCHEDULE

Note: The task order is contemplated to be awarded July 1, 2011, therefore the period of performances shown below will be adjusted up to 60 days to reflect the exact dates at the time of task order award. The period of performances indicated below reflect the ordering period for each CLIN.

The periods of performance for the following Items are as follows:

4011	7/1/2011 - 6/30/2012
4012	7/1/2011 - 6/30/2012
4013	7/1/2011 - 6/30/2012
4111	7/1/2011 - 6/30/2012
4112	7/1/2011 - 6/30/2012
4113	7/1/2011 - 6/30/2012
4211	7/1/2011 - 6/30/2012
4212	7/1/2011 - 6/30/2012
4213	7/1/2011 - 6/30/2012
4311	7/1/2011 - 6/30/2012
4312	7/1/2011 - 6/30/2012
4313	7/1/2011 - 6/30/2012
4411	7/1/2011 - 6/30/2012
4412	7/1/2011 - 6/30/2012
4413	7/1/2011 - 6/30/2012
6011	7/1/2011 - 6/30/2012
6012	7/1/2011 - 6/30/2012
6013	7/1/2011 - 6/30/2012
6111	7/1/2011 - 6/30/2012
6112	7/1/2011 - 6/30/2012
6113	7/1/2011 - 6/30/2012
6211	7/1/2011 - 6/30/2012
6212	7/1/2011 - 6/30/2012
6213	7/1/2011 - 6/30/2012
6311	7/1/2011 - 6/30/2012
6312	7/1/2011 - 6/30/2012
6313	7/1/2011 - 6/30/2012

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6411	7/1/2011 - 6/30/2012
6412	7/1/2011 - 6/30/2012
6413	7/1/2011 - 6/30/2012

The periods of performance for the following Option Items are as follows:

4021	7/1/2012 - 6/30/2013
4022	7/1/2012 - 6/30/2013
4023	7/1/2012 - 6/30/2013
4031	7/1/2013 - 6/30/2014
4032	7/1/2013 - 6/30/2014
4033	7/1/2013 - 6/30/2014
4121	7/1/2012 - 6/30/2013
4122	7/1/2012 - 6/30/2013
4123	7/1/2012 - 6/30/2013
4131	7/1/2013 - 6/30/2014
4132	7/1/2013 - 6/30/2014
4133	7/1/2013 - 6/30/2014
4221	7/1/2012 - 6/30/2013
4222	7/1/2012 - 6/30/2013
4223	7/1/2012 - 6/30/2013
4231	7/1/2013 - 6/30/2014
4232	7/1/2013 - 6/30/2014
4233	7/1/2013 - 6/30/2014
4321	7/1/2012 - 6/30/2013
4322	7/1/2012 - 6/30/2013
4323	7/1/2012 - 6/30/2013
4331	7/1/2013 - 6/30/2014
4332	7/1/2013 - 6/30/2014
4333	7/1/2013 - 6/30/2014
4421	7/1/2012 - 6/30/2013
4422	7/1/2012 - 6/30/2013
4423	7/1/2012 - 6/30/2013
4431	7/1/2013 - 6/30/2014
4432	7/1/2013 - 6/30/2014
4433	7/1/2013 - 6/30/2014
6021	7/1/2012 - 6/30/2013
6022	7/1/2012 - 6/30/2013

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6023	7/1/2012 - 6/30/2013
6031	7/1/2013 - 6/30/2014
6032	7/1/2013 - 6/30/2014
6033	7/1/2013 - 6/30/2014
6121	7/1/2012 - 6/30/2013
6122	7/1/2012 - 6/30/2013
6123	7/1/2012 - 6/30/2013
6131	7/1/2013 - 6/30/2014
6132	7/1/2013 - 6/30/2014
6133	7/1/2013 - 6/30/2014
6221	7/1/2012 - 6/30/2013
6222	7/1/2012 - 6/30/2013
6223	7/1/2012 - 6/30/2013
6231	7/1/2013 - 6/30/2014
6232	7/1/2013 - 6/30/2014
6233	7/1/2013 - 6/30/2014
6321	7/1/2012 - 6/30/2013
6322	7/1/2012 - 6/30/2013
6323	7/1/2012 - 6/30/2013
6331	7/1/2013 - 6/30/2014
6332	7/1/2013 - 6/30/2014
6333	7/1/2013 - 6/30/2014
6421	7/1/2012 - 6/30/2013
6422	7/1/2012 - 6/30/2013
6423	7/1/2012 - 6/30/2013
6431	7/1/2013 - 6/30/2014
6432	7/1/2013 - 6/30/2014
6433	7/1/2013 - 6/30/2014

F-1 Services to be performed hereunder will be provided at the primary worksites, defined as the Naval Air Warfare Center Training Systems Division (NAWCTSD), 12350 Research Parkway, Orlando, FL 32826 (Buildings: DeFlorez, Partnership I, II, III, and Research Commons) and/or the Contractor's Facility. The Contractor's Facility shall be located within 25 driving miles per mapquest.com from NAWCTSD and shall provide space for up to 40% of the estimated labor hours required by the task order. The Contractor's Facility shall include normal office automated equipment with adequate internet connectivity to allow Secure Socket Layer-Virtual Private network (SSL-VPN) access to NMCI using software that comes installed on NMCI computers.

#### 5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A001 through A002 and B001 through B003,

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attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

- (1) PCO, Code 2.5.3.1
- (2) TOM, Code TBD

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

NAWCTSD COR/TOM  
TBD  
12350 Research Parkway  
Orlando, FL 32826

NAWCTSD PCO  
Rebeca Gonzalez, Code 2.5.3.1.1  
12350 Research Parkway  
Orlando, FL 32826  
rebeca.gonzalez@navy.mil  
407-380-4524

NAWCTSD OPSEC  
Darren Smith, Code 743  
12350 Research Parkway  
Orlando, FL 32826  
darren.t.smith@navy.mil  
407-380-8243

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## SECTION G CONTRACT ADMINISTRATION DATA

Contract Administration Data shall be in accordance with Section G of the SeaPort-e Multiple Award Basic Contract.

### Task Order G-1 TYPE OF CONTRACT

This is a cost plus fixed fee, level of effort (term) task order.

### Task Order G-2 5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE ALTERNATE I (NAVAIR) (MAY 2006)

- (a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.
- (b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.
- (c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.
- (e) Informational SLINs, e.g. 000101, are as follows:

"See Accounting Data Below"

- (f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

### Task Order G-3 TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2005)

- (a) **The Task Order Contracting Officer hereby appoints the following individual as the Task Order Manger (TOM) for this task order:**

Task Order Manager TBD

- (b) The TOM is responsible for those specific functions assigned in the Task Order Manager appointment letter.
- (c) Only the Task Order Contracting Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Contracting Officer in writing. No action shall be taken by the contractor unless the Task Order Contracting Officer, PCO or ACO has issued a formal modification.

### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

- (a) Definitions.

As used in this clause—

- (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all

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affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Work Flow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

## **5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)**

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website:

[http://www.acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview](http://www.acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview)

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) or DFAS via the numbers listed at [www.dfas.mil](http://www.dfas.mil)

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF <https://wawf.eb.mil/FuncInfo.html> and WAWF Training <http://www.wawftraining.com> websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF.

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Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

**THIS PROVISION CONTAINS DIFFERENT PAYMENT INSTRUCTIONS FOR THE CLINS AND SLIN IN THIS ACTION**

**For CLINs/SLINs the following table shall will be used when submitting Invoices..**

WAWF Invoice Type:	<p>If the Paying Office (see below) is <b>N50120</b>:</p> <p>-- Select <b>Combo</b> for Fixed Price Supplies and Services.</p> <p>-- Select <b>Cost Voucher</b> for all Cost or T&amp;M contracts or CLINs.</p> <p>For ALL OTHER Paying Offices:</p> <p>-- Select <b>2-in-1</b> for FFP Services Only.</p> <p>-- Select <b>Combo</b> for Supplies, or Supplies AND FFP Services.</p> <p>-- Select <b>Cost Voucher</b> for all Cost or T&amp;M contracts or CLINs.</p> <p>If none of the above apply, please call 1-800-559-WAWF (9293).</p>
Issuing Office DODAAC	<b>N61340</b>
Admin Office DODAAC:	To Be Determined
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	<b>N61340</b>
Ship To DODAAC (for Combo),  Service Acceptor DODAAC (for 2 in 1),  Service Approver DODAAC (Cost Voucher)	<b>N61340</b>
DCAA Office DODAAC (Used on Cost Voucher's only):	To Be Determined
Paying Office DODAAC:	To Be Determined

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9500 or 5252.201-9501			Technical Point of Contact or Contracting

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			Officer's Representative

#### HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)(NAVSEA)(MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive fee type contracts., "base fee" in cost-plus-awardfee type contracts, "fixed-fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to [ To Be Determined ] percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

#### SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

SEE SECTION B and ATTACHMENT 5. PERIOD OF PERFORMANCE IS DEFINED AS ESTIMATED DURATION IN ATTACHMENT 5.

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs [ ] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.



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(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

## FUNDING PROFILE

It is estimated that these incremental funds will provide for SEE SECTION B AND ATTACHMENT 5. The following details funding to date:

Period 1		1-Jul-11	30-Jun-12				
CLIN	CEILING	FUNDED	COST	FEE	REMAINING		
4011	\$	- \$	- \$	- \$	- \$	-	-
4012	\$	- \$	- \$	- \$	- \$	-	-
4013	\$	- \$	- \$	- \$	- \$	-	-
4111	\$	- \$	- \$	- \$	- \$	-	-
4112	\$	- \$	- \$	- \$	- \$	-	-
4113	\$	- \$	- \$	- \$	- \$	-	-
4211	\$	- \$	- \$	- \$	- \$	-	-
4212	\$	- \$	- \$	- \$	- \$	-	-
4213	\$	- \$	- \$	- \$	- \$	-	-
4311	\$	- \$	- \$	- \$	- \$	-	-
4312	\$	- \$	- \$	- \$	- \$	-	-
4313	\$	- \$	- \$	- \$	- \$	-	-
4411	\$	- \$	- \$	- \$	- \$	-	-
4412	\$	- \$	- \$	- \$	- \$	-	-
4413	\$	- \$	- \$	- \$	- \$	-	-
6011	\$	- \$	-		\$	-	-
6012	\$	- \$	-		\$	-	-
6013	\$	- \$	-		\$	-	-
6111	\$	- \$	-		\$	-	-
6112	\$	- \$	-		\$	-	-
6113	\$	- \$	-		\$	-	-
6211	\$	- \$	-		\$	-	-
6212	\$	- \$	-		\$	-	-
6213	\$	- \$	-		\$	-	-
6311	\$	- \$	-		\$	-	-
6312	\$	- \$	-		\$	-	-
6313	\$	- \$	-		\$	-	-
6411	\$	- \$	-		\$	-	-
6412	\$	- \$	-		\$	-	-
6413	\$	- \$	-		\$	-	-
TOTAL	\$	- \$	- \$	- \$	- \$	-	-

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) as changed as a result of 2008 Rolling Admissions (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 432,102 total manhours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or

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inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Task Order Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:  $\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$  or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determined that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will

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be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.\*

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required. \* The Contracting Officer referred to, in paragraph (j) is the Task Order Contracting Officer.

#### **5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: FAR 42.302 (a) (3), (a) (4), (a) (38) and (a) (39) or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.html>.

#### **HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and /or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Special Contract Requirements shall be in accordance with Section H of the SeaPort-e Multiple Award Basic Contract.

### H-01 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

#### 5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

#### 5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor

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shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B (6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

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(a) The term “material” includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer’s Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor’s proposal submitted for a task order includes a list of materials with associated prices, then the COR’s acceptance of the contractor’s proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor’s normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and Telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

#### 5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor’s facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the “Changes” clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer’s. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Rebeca Gonzalez, 12350 Research Parkway, Orlando, FL 32826, 407-380-4524.

#### 5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES) (MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Statement of Work. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

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(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates", means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[ X ] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of three (3) years after the date of completion of the contract. (FAR 9.505-1(a))

[ X ] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of three (3) years after the terms of this contract. (FAR 9.505-2(a)(1))

[X ] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three (3) years after the terms of this contract. (FAR 9.505-2(b)(1))

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[X ] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that is established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[ X ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[ X ] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense within three (3) years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[ ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring,



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new first-tier subcontractor(s), new contract) and identity of parties involved;  
(2) a description of the work to be performed;  
(3) the dollar amount;  
(4) the period of performance; and  
(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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## SECTION I CONTRACT CLAUSES

**CONTRACT CLAUSES IN SECTION I IN THE CONTRACTOR'S BASIC SEAPORT-E IDIQ ARE INCORPORATED BY REFERENCE IN THIS TASK ORDER.**

### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 DAYS prior to the completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

### **5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)**

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to any Government Facility identified within the Statement of Work. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to TOM-TBD. All losses are to have the permanent badges returned to TOM-TBD on the last day of the individual's task requirement.

### **5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors

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shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 Performance Based Statement of Work (Including Appendices and Attachments)

Attachment 2 Contract Security Classification Specification Form DD254

Attachment 3 Quality Assurance Surveillance Plan

Attachment 4 NAWCTSD 4330/60 Data Item Transmittal/Acceptance/Rejection Form

Attachment 5 Funded Level of Effort (Sample)

Attachment P1 Workforce Qualifications

Attachment P2 Not Applicable to this effort

Attachment P3 Not Applicable to this effort

Attachment P4 Past Performance Matrix

Attachment P5 Past Performance Questionnaire Package for Services

Attachment P6 CLIN Breakout spreadsheet

Exhibit A Contract Data Requirements List (CDRL's) Form 1423

Exhibit B Contract Data Requirements List (CDRL's) Form 1423

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## **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

### **5252.209-9511 ORGANIZATIONAL CONFLICT OF INTEREST REPRESENTATION (NAVAIR)(SERVICES) (JUL 1989)**

This solicitation contains an organizational conflicts of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

☐ Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.

☐ No conflict of interest exists.

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## SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### CLAUSES INCORPORATED BY REFERENCE

52.237-1 Site Visit APR 1984

### CLAUSES INCORPORATED BY FULL TEXT

5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS  
(SERVICES)(NAVAIR)(JUN 1993)

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to description of weapons system involved and contractor activities that are suspect to be filled in at the task order level.

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [to be filled in at the task order level]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

- (1) a description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational

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Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

NAWCTSD  
ATTN: REBECA GONZALEZ, CODE 2.5.3.1.1  
12350 RESEARCH PARKWAY  
ORLANDO, FL 32826

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

L-1A RESERVED

L-1B RESERVED

L-2 RESERVED

L-3 Proposal Instructions

## 1.0 GENERAL

1.1 This task order is reserved for only those contractors, which have SEAPORT ZONE 4, Gulf Coast Region identified in Section B of their SeaPort-e contract. Proposals from other contractors will not be considered. The North American Industry Classification System (NAICS) code for this requirement is 541330 which has a small business size standard of \$27M.

1.2 This task order is a 100% Small Business set-aside and only Small Businesses will be considered for award of this requirement. Proposals from other contractors will not be considered. If this is a small business, 8(a) or small disadvantaged business set-aside the successful prime offeror must perform at least 50% of the cost of contract performance incurred for personnel as defined in Section L 4.3.3. If this is a service disabled veteran-owned small business set-aside the successful offeror and all other SDVOSB team members must perform at least 50% of the cost of contract performance incurred for personnel. If this is a Historically Underutilized Business Zone (HUBZone) set-aside the successful prime offeror and all other HUBZone team members must perform at least 50% of the cost of contract performance incurred for personnel.

1.3 The Government intends to award a single Cost-Plus-Fixed-Fee, Level of Effort, Term type task order as a result of this solicitation. Each offeror shall submit a proposal that clearly and concisely describes and defines the offeror's response to the requirements of this solicitation. Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or

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presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding. Elaborate artwork and expensive visual or other presentation aids are neither necessary nor desired.

1.4 Each offeror must submit an offer/proposal and other information in strict accordance with these instructions. Each offeror's submission shall be screened by the Contracting Officer (KO) or a designee upon receipt to ensure compliance with the instructions contained in the Request for Proposals (RFP). The proposal must be sufficient in detail and scope to permit evaluation and provide the evaluators a clear understanding of the offeror's approach, expertise, experience and capability as required by the solicitation. All proposals must clearly and convincingly demonstrate that the offeror has a thorough understanding of the requirements, associated risks and is able, willing and competent to devote the resources necessary to meet the requirements. The burden of proof for all of the evaluation factors identified in this solicitation rests with the offeror.

1.5 The task order award shall be made in accordance with basic contract clause H-5 TASK ORDER PROCESS and the following information contained in Sections L and M. Each offeror must submit a proposal including information pertaining to technical capability and supporting cost or price data.

1.6 QUESTIONS: Offerors may submit questions requesting clarification of solicitation requirements on the Proposal Event Site. It is requested that all questions be received ten (10) days prior to the close of the solicitation.

1.7 Reserved

1.8 DISCUSSIONS: The Government intends to award the resultant task order on the basis of initial offers received. Therefore, do not submit an offer that takes exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information. The offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

1.9 ESTIMATED DATE OF AWARD: For proposal purposes the estimated date of Task order award is anticipated to be 01 August 2011. The transition period is from 01 August 2011 to 31 August 2011. The estimated period of performance commences on 01 August 2011.

#### 1.10 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

1.10.1 Proposals must be submitted electronically no later than 2:00 pm Eastern Time (ET) 18 May 2011 via the SeaPort-e Site. In order to maximize efficiency and minimize the effort involved in the proposal evaluation process, all offerors must comply with the following instructions for proposal format and content. Proposals that do not comply with these instructions may be considered deficient and may render the offeror ineligible for award.

#### 1.11 PROPOSAL FORMAT



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1.11.1 In order to maximize efficiency and minimize the time for proposal evaluation, all offerors shall submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

- 8.5 x 11 inch paper
- Single-spaced typed lines.
- Newspaper column formatting is not permitted.
- 1 inch margins on all sides
- Not smaller than a 10 point font without condensing
- Photographs, pictures or hyperlinks are not permitted
- Files shall be Microsoft Office 2003 compatible
- Tables are permitted
- No ZIP files
- No fold-out pages
- PDF files are permitted
- Cost format spreadsheet shall be in Microsoft Excel format with a file name extension of .xls
- All file names shall include title of the evaluation factor or subfactor

## 1.12 PROPOSAL CONTENT

1.12.1 Each proposal shall contain the following volumes/sections:

- Volume 1 Offer Letter
- Volume 2 Technical Proposal
- Volume 3 Past Performance
- Volume 4 Cost/Price Proposal

1.12.2 COST OR PRICING INFORMATION MAY NOT APPEAR ANYWHERE IN THE PROPOSAL OTHER THAN VOLUME 4.

1.12.3 In accordance with the Federal Acquisition Regulation 15.403, if a single offer is received, at the Contracting Officer's discretion, certified cost or pricing data may be required to be submitted subsequent to proposal receipt.

### L-4 Proposal Content

Proposal Organization and Page Limits:

Volume	Section	Title	Page Limitations
(1)	1.0	Offer Letter/Section K	
	1.1	Offer Letter	5 pages
	1.2	Section K – Representations and Certifications	No page limit

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		(if applicable)	
(2)	2.0	Technical Proposal	100 pages total excluding Attachment P1
	2.1	Workforce	
	2.2	Reserved	
	2.3	Management Plan	
(3)	3.0	Past Performance Proposal	
	3.1	Past Performance Matrix	10 pages
(4)	4.0	Price/Cost Proposal	No page limit
	4.2	Cost Summary/CLIN Breakout Spreadsheet	
	4.3	Limitation on Subcontracting Breakout Plan	No page limit
		Other Cost Information	No page limit

## 1.0 Volume 1-Offer Letter/Section K

### 1.1 Offer Letter

Identify at a minimum the Task Order (TO) solicitation number, enclosures being transmitted, contractor's SeaPort-e basic contract number, proposed subcontractors and team members to be utilized under the task order, the cage code, DCMA, DCAA, and DFAS for the prime contractor and all proposed subcontractors and team members, a statement regarding Representations and Certifications being incorporated or attached to offer, acknowledgement of solicitation amendments, and state the length of proposal validity (at least 120 days after proposal submission).

### 1.2 Completed Section K

Complete and submit Section K of the solicitation.

### 1.3 Single or Split Award Information

The Government requires that offerors' proposals include all items listed in the Section B Schedule. The Government does not intend to make a split award under this solicitation.

### 1.4 Teaming Arrangement documentation, if applicable

Provide a copy of any applicable teaming arrangement documentation.

## 2.0 Technical Proposal

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\* Note: No cost/pricing information shall be contained in the technical proposal.

## 2.1 Workforce

The offeror shall provide the following information:

2.1.1 Workforce Qualifications Spreadsheet. The offeror shall complete the attached Workforce Qualifications spreadsheet (Attachment P1) for each current, contingent, and prospective hire employee proposed under this effort. All contingent hires shall have a letter of intent submitted under Volume 4. The letter of intent is a separate written agreement signed by the potential employee(s) to work for the offeror effective at task order award. Subcontractors and team members shall provide this information either separately or included in the prime contractor's submission of this document.

The following definitions apply to section 2.1.1: A "contingent hire" is an individual who has committed, under a signed letter of intent, to being employed by the offeror if the offeror is awarded the task order.

A "prospective hire" is an individual that the offeror has committed to hiring if the offeror is awarded the task order whose identity may not be known until after task order award.

2.1.2 Labor category information. The offeror shall submit labor category titles, functional responsibilities and labor qualifications for all labor categories proposed under the prospective task order and that meet the minimum qualifications stated in the PBSOW if applicable. The labor category title shall be consistent throughout the proposal. Functional responsibilities shall include the principal duties to be performed under that labor category on the prospective task order. Labor qualifications shall include experience and/or education requirements for all labor categories proposed. The labor qualification information proposed will be incorporated by reference into the resulting task order, thereby becoming the standards for use during performance of the effort.

2.1.3 RESERVED

2.1.4 RESERVED

2.2 RESERVED

## 2.3 Management Plan

The offeror's management plan shall address the following:

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2.3.1 Overall Management Approach: Offerors shall address in sufficient detail the following:

2.3.1.1 adequacy of management and resources to support the technical requirements of the solicitation and ability to function as a viable and productive partner with the Government;

2.3.1.2 proposed management roles of the offeror's proposed workforce for this task order;

2.3.1.3 proposed lines of responsibility, authority, and communication through which the tasks will be managed;

2.3.1.4 procedures to be taken to ensure quality and cost control;

2.3.1.5 processes for managing the task order from start to finish, including the role of the offeror's task order manager in product/process quality and how these functions are accommodated in the acquisition and overhead structures;

2.3.1.6 plan for early identification and resolution of problems; and

2.3.1.7 identification of potential performance risks and proposed risk mitigation strategies.

2.3.2 Usage of Teaming, Personnel, and Subcontractors: Offerors shall present in sufficient detail the following:

2.3.2.1 Subcontract Management Plan. Prime Contractor shall detail how the subcontractors will be managed to ensure cohesive integration into the overall management approach;

2.3.2.2 description of the integration of the teaming partners into the overall management approach and how the offeror will leverage their strengths to increase value to the customer through technical leadership, quality assurance, and process improvement;

2.3.2.3 how and why selected subcontractor(s) were chosen, which knowledge and skills the offeror will be acquiring through each subcontract, the level of subcontract effort expected;

2.3.2.4 how the offeror will maintain control during the performance of work, and

2.3.2.5 what percentage of the total proposed contract value represents subcontract awards to small business concerns.

2.3.3 Qualification/Recruitment/Retention: Offerors shall present in sufficient detail the following:

2.3.3.1 qualification/recruitment/retention procedures that would provide workforce improvements and upgrade the skills of highly trained and motivated personnel;

2.3.3.2 description of its process for qualifying personnel to perform PBSOW tasks;

2.3.3.3 explanation of approaches for maintaining technical competence to perform the tasks in the PBSOW; and

2.3.3.4 employee retention plan.

2.3.4 Transition Plan: The services under this solicitation are vital to the Government and must be continued without interruption. The offeror is required to submit a written narrative delineating a transition plan that ensures a smooth workplace changeover from an incumbent with no loss of service and minimal loss of corporate knowledge. The plan should take into consideration the following elements as well as any additional elements deemed necessary by the offeror:

2.3.4.1 Work Turnover. The offeror shall provide a plan of action to effectively transfer tasked work that is in process at the expiration of the current contract from the incumbent to the successful offeror.

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#### 2.3.4.2 RESERVED

2.3.4.3 Quality Assurance. The offeror shall provide a plan of action to ensure continuation of quality review processes during the transition period from the incumbent to the successful offeror.

2.3.4.4 Training. The offeror shall provide a plan of action to implement personnel training needed during the transition period to ensure continuity between the services provided by the incumbent and the successful offeror.

2.3.4.5 Risk Mitigation Strategies. The offeror shall provide a plan of action to mitigate contract performance risks encountered during the transition period.

2.3.4.6 Security Requirements to include OPSEC, facility clearances and base access. The offeror shall provide a plan to implement the required security clearances and physical access requirements of the contract during the transition period so that service is not interrupted.

2.3.4.7 Data Transfer. The offeror shall provide a plan of action for the efficient inventory and transfer of program data from the incumbent to the successful offeror.

2.3.5 Contractor's Facility: The offeror shall describe the contractor's facility to house/accommodate up to 40% of the labor hours required by the task order to include a description of proposed internet connectivity and a map from mapquest.com to show that the facility is located within 25 miles of NAWCTSD. Internet connectivity must allow Secure Socket Layer-Virtual Private network (SSL-VPN) access to NMCI using software that comes installed on NMCI computers.

#### 2.4 RESERVED

#### 2.5 RESERVED

#### 2.6 RESERVED

### 3.0 PAST PERFORMANCE

3.1 The offeror shall identify on the Past Performance Matrix (Attachment P4) contracts whose performance is within five years of this proposal submission and contains efforts similar to those efforts, e.g., tasks, contract type, location, contract dollar value, etc., required by this solicitation for itself, primary subcontractors, and critical team members. A primary subcontractor is defined as any subcontractor who is providing at least 20% of the total labor cost proposed. Commercial contracts may be included. A critical team member is defined as a subcontractor providing less than 20% of the labor cost proposed who is deemed essential to the successful performance of the requirement by the offeror. These contracts should be the same contracts identified in the Corporate Experience Section, if this Technical subfactor is applicable to this procurement, but include only those that are within five years of this proposal submission. When possible, these contracts should include at least five contracts for the prime contractor, and at least two contracts for each primary subcontractor.

3.2 If a past performance problem has been identified, describe the status of the improvement efforts and, where applicable, describe the impact that the improvement effort had on resolving the problem so that it would not reoccur.

### 3.3 FOR CONTRACTS THAT ARE CURRENTLY IN THE CONTRACTOR PERFORMANCE

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ASSESSMENT REPORTING SYSTEM (CPARS), AND FOR WHICH ANNUAL REPORTING HAS BEEN PERFORMED, DO NOT SEND THE PAST PERFORMANCE QUESTIONNAIRE FOR SERVICES TO THE CUSTOMER.

3.4 For contracts that have Contractor Performance Assessment Reports (CPARs) that are more than 12 months old the offeror will complete items numbered 1 through 8 on page 1 of the Past Performance Questionnaire Package for Services (Attachment P5) and forward it to the contract customer's Program Manager to address only the items numbered 9 to 15 on page 1. For all contracts identified which do not have CPARs, the offeror will complete items numbered 1 through 8 page 1 of the Past Performance Questionnaire Package for Services (Attachment P5) and forward the 2 pages to that contract customer's Technical Point of Contact or Contracting Officer's Representative (COR). All questionnaires shall be forwarded within two weeks from the RFP release date with enough lead-time so that responses can be received by the Government concurrent with the Government's receipt of the offeror's past performance information submitted as per paragraph 3.1 and 3.2. The offeror shall include past performance package instructions to the customers. This submittal information is provided at the top of the questionnaires to facilitate the offeror's effort in meeting these instructions. The offeror shall not conduct follow-up actions with regard to this questionnaire. The Government will ensure that the customers have received and will respond to the questionnaires. The Government may send any other questionnaires as necessary.

3.5 Offerors shall provide written consent from their primary subcontractors and critical team members that will allow the Government to coordinate their past performance issue(s) with the prime offeror. If offerors do not submit such written consent, then the Government will address any past performance issues directly with the primary subcontractor or critical team member, and the offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any primary subcontractors and critical team members that do not provide such written consent, provide a point of contact (name, address, phone number, and email address) with which the Government may coordinate these issues and obtain any responses as needed.

3.6 Offerors are reminded that the Government may use information other than that provided by the Offerors in their proposals, such as questionnaires, to evaluate past performance. The Government may use past performance information obtained from sources other than those identified by the offeror. The Past Performance Information Reporting system (PPIRs) will be the primary method used to evaluate past performance. It is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror.

3.7 If the offeror does not have any past performance, it shall provide an affirmative statement stating it has no past performance. This statement shall be provided in the submittal under Volume 3 Past Performance.

#### 4.0 Cost/Price Proposal

4.1 Complete and submit Section B through the SeaPort-e portal.

4.2 The cost/price proposal shall be submitted as a separate file through the SeaPort-e portal. All cost and/or pricing information shall be contained in Volume 4 only. Offerors shall submit their cost/price proposal utilizing the CLIN Breakout Spreadsheet (Attachment P6). The offeror shall submit a fully completed Attachment P6.

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Populate Attachment P6 with the estimated labor hours set forth in Appendix A of the PBSOW. Offerors may not propose a quantity of hours in Attachment P6 other than the estimated quantity of hours, by labor category, found in Appendix A of the PBSOW. Offerors shall not change the estimated quantity of labor hours or categories set forth in Appendix A of the PBSOW when populating Attachment P6. While the actual hours may vary under the actual task order, the Government's quantity of hours is the the Government's best estimate of the hours to be incurred under the task order and, thus, the evaluation method provides a basis for a reasonable assessment of the cost of performance under the competing proposals. An offeror will still be eligible for award if there are slight transposing errors that do not impact the cost/technical tradeoff. The Government understands the Labor Categories identified in Appendix A of the PBSOW and Attachment P6 may not directly correlate to existing labor categories of each offeror. However, the offeror shall not tailor the "Government Labor Category" column in Attachment P6. Instead, if it is comparable, the offeror shall insert the title of the labor category the offeror will be utilizing in the adjacent column entitled "Contractor Proposed Category." The offeror's proposed labor categories must meet the minimum personnel qualifications of each comparable Government-provided labor category.

4.2.1 Regardless of the type of CLINs (e.g., CPFF, CPIF, CPAF or FFP) under the solicitation, offeror shall fully disclose the build up of cost/price of each CLIN.

4.2.2 When completing P6, the offeror, (e.g., prime vendor) shall not utilize any fully burdened hourly rates when pricing the labor of its employees.

4.2.3 If a subcontractor of the offeror utilizes fully burdened rates in its proposal to the prime, the subcontractor shall provide its own P6 delineating the build up of those rates to the Government.

4.3 In preparing the cost/price proposal, the offeror shall ensure the submittal is easy to understand and includes the following:

4.3.1 RESERVED

4.3.2 RESERVED

4.3.3 Limitation on Subcontracting:

This requirement is being set-aside for the small business program. Provide a breakout to demonstrate how the prime contractor will perform at least 50% of the cost of contract incurred for personnel with its own employees for each period of performance in accordance with FAR clause 52.219-14. Cost of contract incurred for personnel includes direct labor cost, overhead that has only direct labor as its base, and the small business's General and Administrative (G&A) rate multiplied by the labor cost.

4.3.4 Provide a narrative that addresses any assumptions made during the preparation of the cost/price

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proposal and discuss the basis for the cost elements listed below. Reminder: The offeror's proposed pass-through rate, escalation rate, and fee rates must not exceed the percentages set forth in the offeror's SeaPort-e basic contract.

4.3.4.1 Labor hours per labor category. The offeror shall utilize the hours as delineated in Appendix A of the PBSOW. If there is a deviation from the provided hours, the Government will adjust the proposal to reflect the hours provided in Appendix A.

4.3.4.2 Direct labor rates by category. The offeror is required to submit labor rates for proposed individuals. If composite or category averages are proposed, provide a breakdown of how rates are developed. If necessary provide a narrative to describe derivation of labor rates, use of uncompensated overtime, pools to which indirect rates are applied, historical /provisional billing rates for indirect rates for the last 3 years and description, and amount of proposed other direct costs.

4.3.4.3 Escalation on labor

4.3.4.4 Indirect costs (i.e. Overhead, Fringe Benefits, General & Administrative (G&A), etc.)

4.3.4.5 Information needed to explain the offeror's estimating practices

4.3.4.6 Profit/Fee: Identify profit/fee rate and total amounts proposed and identify the various cost elements to which the profit/fee is being applied. Profit, Base, Award, and Incentive fee rates, as applicable in Section B, must be clearly distinguishable. Profit/Fee shall not be applied to ODCs.

4.3.4.7 Other Direct Costs (ODCs). Reimbursement for Travel will be in accordance with the Joint Travel Regulation. If the offeror chooses to increase the Government estimated amount by applying burdens or for other reasons, the offeror must provide the basis/detail for the variance.

4.3.4.8 When the offeror elects to claim Cost of Money (COM) as an allowable cost, the offeror must submit a COM form and show the calculations of the proposed amount.

4.3.4.9 Professional employee compensation plan in accordance with FAR 22.1103.

#### 4.3.5 RESERVED

4.3.6 The offeror shall prepare and submit the cost/price proposal in, or compatible to, Microsoft Office Excel. Portable Document Format (PDF) is not acceptable. The spreadsheet shall be formatted on letter size (8.5 X 11) paper. The proposal shall be unprotected and unlocked, with formulae intact to show mathematical operations.

4.3.7 If subcontractors are proposed, provide the same information required for the prime contractor. The proposed subcontractors are required to submit their cost/price proposal under their prime contractor via the Seaport Bid Event site. The cost/price proposal shall be unprotected and unlocked, with formulae intact to show mathematical operations. The prime contractor must justify the reasonableness of each subcontractor's cost, if applicable. A discussion for the basis of this determination is required for each proposed subcontractor.

4.3.8 The offeror shall provide Defense Contract Audit Agency (DCAA) Information/Payroll Verification information as follows. A DCAA point of contact, with a current e-mail address, must be provided for the prime and each subcontractor. The offeror and proposed subcontractors shall provide the most current DCAA Provisional Billing Rate Approval Letter, DCAA Final Billing Rate Approval Letter, and/or DCAA Forward Pricing Rate Agreement recommendation, payroll verification for currently employed proposed personnel, and any other information necessary to substantiate the rates proposed. Payroll verification shall consist of a form containing the title, direct labor rate and a signed certification by an authorized representative



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of the company that the information contained in the form is correct. If any of the rates utilized by the offeror or any subcontractors differ from the DCAA information and/or payroll verification a justification shall be provided for the difference. If DCAA has not reviewed the rate information for an offeror or one of its subcontractors, the offeror must submit a detailed justification of the proposed direct and indirect rates. If this requirement contains cost type CLINs the offeror shall also provide documentation verifying that it has a DCAA approved Cost Accounting System or state that its Cost Accounting System has not been approved by DCAA. The proposed subcontractors are required to submit their DCAA information and payroll verification either under their prime contractor or separately via the SeaPort-e portal. The Government may review perspective offeror's labor category to the average labor rate from industry or other SeaPort-e rates with in the demographical zone of work to be performed.

4.3.9 If the contractor requires the use of consultants in its proposal the consultant cost shall be captured under the appropriate labor CLIN not the ODCs CLIN. The proposed consultants are required to submit their cost/price proposal via the SeaPort Bid Event site as either its own submission if the entity has access to SeaPort or as part of the prime contractors proposal. Any information the consultant does not want the prime contractor to have access to shall be provided to the prime contractor in a password protected file and the password shall be emailed directly to the Contracting Officer. The cost/price proposal shall have formulae intact to show mathematical operations. The prime contractor must justify the reasonableness of each consultant's cost, if applicable. A discussion for the basis of this determination is required for each proposed consultant. If available past invoices and the current consulting agreement with the consultant shall be submitted.

## L5 Government Furnished Information

### 1.0 ODCs

1.1. Other Direct Costs. The Government's estimate for ODCs for the prime and all subcontract efforts is listed below:

CLIN	Total		CLIN	Total		CLIN	Total
6011	\$ 2,114		6021	\$ 1,879		6031	\$ 1,644
6012	\$ 14,832		6022	\$ 13,184		6032	\$ 11,536
6013	\$ 123,051		6023	\$ 109,379		6033	\$ 95,707
6111	\$ 129,868		6121	\$ 115,438		6131	\$ 101,008
6112	\$ 113,289		6122	\$ 100,702		6132	\$ 88,114
6113	\$ 412,867		6123	\$ 366,993		6133	\$ 321,119
6211	\$ 2,114		6221	\$ 1,879		6231	\$ 1,644
6212	\$ 7,841		6222	\$ 6,969		6232	\$ 6,098
6213	\$ 112,210		6223	\$ 99,742		6233	\$ 87,274
6311	\$ 5,179		6321	\$ 4,603		6331	\$ 4,028
6312	\$ 11,422		6322	\$ 10,153		6332	\$ 8,884
6313	\$ 352,644		6323	\$ 313,462		6333	\$ 274,279
6411	\$ 2,114		6421	\$ 1,879		6431	\$ 1,644
6412	\$ 8,449		6422	\$ 7,510		6432	\$ 6,571
6413	\$ 71,189		6423	\$ 63,279		6433	\$ 55,369

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Offerors shall utilize the Not-To-Exceed (NTE) amounts provided by the Government for ODC CLINs 6011, 6012, 6013, 6111, 6112, 6113, 6211, 6212, 6213, 6311, 6312, 6313, 6411, 6412, 6413, 6021, 6022, 6023, 6121, 6122, 6123, 6221, 6222, 6223, 6321, 6322, 6323, 6421, 6422, 6423, 6031, 6032, 6033, 6131, 6132, 6133, 6231, 6232, 6233, 6331, 6332, 6333, 6431, 6432, and 6433.. If an offeror chooses to increase one of these NTE CLIN values it must provide the justification for this variance.

## 2.0 Labor Hours

2.1 For informational purposes only, the Government historical estimate is 432,102 hours for the entire work effort. A work-year is defined as 1920 hours exclusive of holidays and leave.

Refer to Appendix A of the Performance Based Statement of Work

## 2.2 Security Clearance Requirements

2.2.1 Approximately 90% of all the position/labor category equivalents require a Secret Security clearance at a minimum. Some positions/ labor categories (fewer than 3% of all position/labor category equivalents) may require a Top Secret Security clearance to be obtained prior to reporting on-site for work. Note: The contractor shall apply the above levels of security clearance requirements to their proposed workforce in support of the PBSOW as applicable.

## 3.0 Incumbent Information

3.1 The incumbent contractor is: *Kaegan Corporation, 12000 Research Parkway, Suite 164, Orlando, FL 32826 under N00178-05-D-4409 HT01.*

## 4.0 Place of Performance

4.1 The place of performance for this task order is primarily at the Naval Air Warfare Center Training Systems Division (NAWCTSD), located at 12350 Research Parkway, Orlando, FL 32826 (Inclusive of the Deflores Building, Partnership I Building, Partnership II Building, and Partnership III Building) and at the contractor's facility.

4.2 This requirement shall be performed approximately 40% off-site at the contractor's facilities. All of the work at the contractor's facility shall be performed within 25 miles of NAWCTSD.

## 5.0 Government Spaces

5.1 The Government has the ability to provide 60% of the spaces at its facility for this effort. Government spaces will include access to a desk, phone, fax machine, copier and scanner.

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## SECTION M EVALUATION FACTORS FOR AWARD

This Task Order is reserved for only those contractors, which have {Gulf Coast Zone} identified in section B of the MAC contract. Proposals from other contractors will not be considered.

### Section M

#### 1.0 GENERAL

Award of the task order resulting from this solicitation will be made to the offeror whose proposal, conforming to the solicitation, offers the best value to the Government in terms of technical, past performance and price rather than to the proposal offering the lowest price. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Offerors are advised that the proposal meeting the solicitation requirements with the lowest price may not be selected for an award if award to a higher priced offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

#### 1.1 EVALUATION PROCESS

The Government intends to evaluate each proposal and award a contract to the responsible offeror whose offer (including all proposal volumes), conforming to the solicitation, provides the greatest overall benefit to the Government, all factors considered. The Government intends to award the resultant task order on the basis of initial offers received. Therefore, offerors are cautioned that their initial offer should contain the offeror's best terms from a technical, past performance and price standpoint. If a competitive range is established, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Evaluation of an offeror's proposal will be based on the information presented in the written proposal along with any input obtained from outside sources relevant to past performance. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work.

All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L will impact the resulting evaluation ratings and a deficiency or lack of responses to factors and/or sub factors may be used as a basis for eliminating a proposal from further consideration.

#### 1.2 EVALUATION FACTORS

Each offeror will be evaluated based on the following factors:

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- (1) Technical
  - (a) Workforce
  - (b) Management Plan
- (2) Past Performance
- (3) Cost/Price.

Technical, and past performance when combined are *approximately equal to* cost/price. Cost/price is the *most important* factor. Technical is *more important than* past performance. Management plan is the most important technical subfactor.

## 2.0 TECHNICAL PROPOSAL

As discussed below, the Government will evaluate the offeror's proposal to determine its ability to meet the requirements of the solicitation.

The offeror's description of its management approach to meeting PBSOW tasks and personnel qualifications will be used to evaluate the offeror's understanding of the requirements. All labor effort an offeror proposes as part of its Technical Volume must fall within one of the labor categories the offeror costs in Attachment P6.

Because the Government is performing a cost/technical tradeoff source selection decision, an offeror is not permitted to propose uncoded labor. Thus, every proposed prime and subcontractor current hire, contingent hire, and prospective hire must have a proposed labor rate set forth in Attachment P6 so that the Government is able to perform an accurate Most Probable Cost and the resulting cost/technical tradeoff contemplated under the RFP.

If an offeror proposes a labor category or person to perform part of its procedures for the technical volume that is not coded in Attachment P6, the Government will not evaluate that proposed labor category or person favorably under the Technical Factor. In addition, the Government could conclude that the offeror does not understand the requirements, which could impact an offeror's ratings. Thus, an offeror cannot receive a Technical Factor evaluation credit or strength for proposing a current hire, contingent hire, or prospective hire with numerous years of education or experience if the offeror fails to also cost that same person in Attachment P6.

### 2.1 Workforce:

The Government will evaluate personnel and the supporting information to determine how well the team is suited to perform the tasks under the PBSOW. In addition, personnel will be evaluated on labor qualifications, including education, experience, and security clearance levels, that the offeror proposes to utilize in the performance of this effort.

Note: The offeror is forewarned that it may receive a weakness if it proposes the predominance of a labor category or Performance Based Statement of Work (PBSOW) section tasking using prospective or contingent hire employees and the evaluation team deems this a risk to successful performance.

### 2.2 Reserved

### 2.3 Management Plan:

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The Government will evaluate the offeror's proposed management plan based on the responses required by Section L of this solicitation. The Government will evaluate for clarity, completeness, and realism of the responses and the extent to which the proposed processes and procedures ensure successful accomplishment of the tasks described in the PBSOW.

## **2.4 Reserved**

## **2.5 Reserved.**

## **2.6 Reserved**

## **3.0 - Past Performance**

Each offeror will be evaluated on its team's past performance based on contracts or subcontracts currently ongoing or completed within the last five (5) years for similar efforts. The Government will focus on information that demonstrates quality of performance relative to size and complexity of the procurement under consideration and relevance of the performance to the requirements of the PBSOW in Section C of the solicitation. Sources other than those identified by the offeror may be contacted by the Government.

In the case of an offeror that does not have past performance information or for which information on past contract performance is not available, the offeror will not be evaluated favorably or unfavorably on the factor of past performance and a neutral rating will apply.

## **4.0 – Cost/Price**

### **4.1 RESERVED**

4.2 In evaluating the cost portion of each offer, realism of the offeror's estimated cost will be considered. Cost realism is a review of the cost portion of an offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offeror's understanding of the requirements, and/or if the costs are consistent with the various elements of the technical proposal. To compute the Government's Most Probable Cost, the Government will use the labor categories and corresponding number of labor hours set forth in Appendix A of the PBSOW, which offerors are required to use to populate Attachment P6. The hours set forth in Appendix A of the PBSOW represent the Government's best estimate of the number of hours to perform the PBSOW efforts. The Government will perform a cost realism analysis (Most Probable Cost) on each offeror's proposed direct and indirect labor rates using the Government's estimated number of hours per labor category. Failure to comply with this instruction could result in a deficiency or weakness that could impact the offeror's rating or awardability. An offeror will still be eligible for award if there are slight transposing errors that do not impact the cost/technical tradeoff. The Government's evaluated Most Probable Cost to be used for the Government's cost/technical tradeoff award purposes will be based upon the hourly rate assessed by the Government multiplied by the corresponding quantity of labor hours (i.e. 432,102) as specified in Appendix A of the PBSOW. The total Most Probable Cost will also include the Government-provided Other Direct Costs multiplied by the offeror's Government-evaluated indirect rates.

In conducting its cost realism evaluation, the Government may review the prospective offeror's proposed labor categories and compare the proposed rates to the average labor rates in industry or other Seaport-e

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rates within the same demographic zone where the work is to be performed. The evaluation will be based on an analysis of the realism and completeness of the cost data and the traceability of the cost to the offeror's capability data. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the offeror's proposed costs may be adjusted upward or downward to reflect more realistic costs. In addition, adjustments to the cost portion of the offer may be made to include Government costs required to accomplish the offeror's proposed approach (eg. Additional Government-Furnished Equipment/Government-Furnished Information required by the offeror to implement its approach) with the exception of those costs to the Government that are equal to all offerors. In addition, the Government will also adjust the offeror's total proposed cost to reflect the incorporation of FAR 52.217-8, Option to Extend Services. The added cost for the potential extension up to 6 months, pursuant to FAR 52.217-8, will be based upon the offeror's proposed cost and fee, adjusted for realism, for the last contract option extended by six months. This total evaluated Most Probable Cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should be explained in the supporting cost/price data volume.

Note: The offeror's proposed labor categories must meet the minimum personnel qualifications of each comparable Government-provided labor category. If the offeror's labor category fails to meet the government's minimum personnel qualification requirements, the offeror will be assessed a deficiency.

#### 4.3 RESERVED

4.4 Each offeror's total price shall be evaluated to ensure that it is fair and reasonable. Generally, adequate price competition established price reasonableness. However, the Government may also use current or recent pricing for the same or similar items, commercial published data, Government estimates, industry standards, or other information as deemed appropriate by the Government to establish price reasonableness. The Government will calculate the total evaluated price for each offeror by adding the Government's most probable cost for the base period and all option periods, developed in accordance with Section M 4.2. Evaluation of the options will not obligate the Government to exercise the options.

4.5 Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated price may not be selected if award to a higher evaluated, and higher priced offeror is determined to be most advantageous to the Government.

4.6 Prospective Offerors are forewarned that if there are discrepancies between Section B, Attachment P6 and Volume 4 Narrative, Section B prevails. The discrepancies may impact the realism and reasonableness assessment of the offeror or its eligibility for award.

4.7 If this a set-aside competition, the contractor's compliance to FAR Clauses 52.219-14 Limitation on Subcontracting, 52.219-27 Notice of Total Service-Disabled Veteran-Owned Business Set Aside, or 52.219-3 Notice of Total HUBZone Set Aside, as applicable, will be evaluated. Contractors' proposals which fail to meet the limitation on subcontracting during each period of performance may not be considered for award.

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#### 4.8 RESERVED

#### 4.9 RESERVED

### 5.0 Ratings

5.1 Evaluations in support of Seaport-e source selections shall employ an adjectival method for rating contractor proposals against evaluation factors and significant subfactors identified within Section M of the Seaport-e solicitation. The appropriate adjectival rating shall be assigned to each factor and significant subfactors, as required, subsequent to and consistent with the narrative evaluation, which shall indicate a proposal's strengths, deficiencies, weaknesses and risks. A proposal need not have all of the characteristics of a rating category in order to receive that rating; evaluators should use judgment to rate the proposal using these characteristics.

#### 5.2 Technical/Risk Rating Methodology Adjectival Ratings

5.2.1: Technical Rating: The offeror's technical solution will be rated separately from the risk associated with its technical approach. The technical rating evaluates the quality of the offeror's technical solution for meeting the Government's requirement. Technical evaluations shall utilize the ratings listed below:

	<b>SEPARATE TECHNICAL RATING</b>
Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

5.2.2: Technical Risk Rating. Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. Technical risk shall be rated using the ratings listed below:

	<b>SEPARATE TECHNICAL RISK RATING</b>
Rating	Description
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, increased cost or degradation of

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	performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

5.3 Past Performance Evaluation: The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. One performance confidence assessment rating is assigned for each offeror after evaluating the offeror's recent past performance, focusing on performance that is relevant to the contract requirements.

5.3.1 Past Performance Relevancy Ratings: The offeror's past performance will be evaluated to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. There are four levels of relevancy as shown below:

	<b>PAST PERFORMANCE RELEVANCY RATING</b>
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

5.3.2 Past Performance Confidence Assessment: The offeror's past performance will be evaluated to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings below:

	<b>PERFORMANCE CONFIDENCE ASSESSMENT</b>
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.



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Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.
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#### 5.4 Other Evaluation Definitions:

**Deficiency** is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

**Performance Confidence Assessment** is an evaluation of the likelihood (or Government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

**Recency**, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

**Relevancy**, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

**Risk**, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance. (For firm-fixed-price contracts, the reference to increased cost may be removed from the risk definition.)

**Significant Weakness** in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

**Strength** is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Weakness** means a flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

## 6.0 BASIS FOR AWARD

6.1 Award of the task order resulting from this solicitation will be made to the offeror whose proposal, conforming to the solicitation, offers the best value to the Government in terms of Technical, Past Performance, Cost/Price and other factors considered, rather than to the proposal offering the lowest price. The Government reserves the right to select which proposal offers the best value to the Government.

6.2 The Government intends to award the resultant task order on the basis of initial offers received. Therefore, each initial offer should contain the offeror's best terms from a cost/price and technical standpoint.